

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357281

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE SCHUMACHER GROUP OF DELAWARE, INC.		07/31/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Administrative Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Bank: SWITZERLAND		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2554981	THE SCHUMACHER GROUP	
Registration Number:	3605522	SCHUMACHER GROUP	
Registration Number:	3605520	S	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 200		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	030786-0678		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	10/02/2015		
Total Attachments: 5			
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EXECUTION VERSION

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This First Lien Trademark Security Agreement (this "Agreement"), dated as of July 31, 2015, is entered into by each of the undersigned (each, a "Grantor") in favor of Credit Suisse AG, Cayman Islands Branch as Administrative Agent (together with its successors, in such capacity, the "Administrative Agent") for the benefit of the Secured Parties (as defined in the First Lien Pledge and Security Agreement described below).

WHEREAS, each Grantor has executed and delivered that certain First Lien Pledge and Security Agreement, dated as of the date hereof, in favor of the Administrative Agent (as the same may be amended, restated, amended and restated or otherwise modified, the "First Lien Pledge and Security Agreement"), pursuant to which such Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title, and interest in and to the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor and the Administrative Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the First Lien Pledge and Security Agreement or the Credit Agreement referred to therein.

SECTION 2. Grant of Security Interest. Each Grantor hereby collaterally assigns, grants, mortgages and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title, or interest and wherever the same may be located (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of such Grantor's Obligations (including, without limitation, any extensions, modifications, substitutions, amendments or renewals of any or all of such Obligations):

- (i) all registered United States trademarks, trade names, trade dress, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, designs and general tangibles of a like nature, in each case registered or recorded with (or applications for registration or recordation) the United States Patent and Trademark Office, including, without limitation, any of the foregoing referred to on Schedule A and all rights corresponding thereto throughout the United States;
- (ii) all of the goodwill of the business connected with the use of and symbolized by the foregoing;
- (iii) all extensions and renewals of the foregoing;
- (iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation of any of the foregoing or for any injury to goodwill; and

(v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit now or hereafter due and/or payable with respect thereto;

provided, however, that (i) the foregoing shall not include any “intent-to-use” Trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application under applicable federal law and (ii) the Trademark Collateral shall not include any Excluded Assets.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the ratable benefit of the Secured Parties pursuant to the First Lien Pledge and Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the First Lien Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the First Lien Pledge and Security Agreement, the provisions of the First Lien Pledge and Security Agreement shall control.

SECTION 4. Release. The Liens granted by each Grantor hereunder shall terminate concomitantly with the Liens granted by such Grantor under the First Lien Pledge and Security Agreement in accordance with its terms.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This agreement and the rights and obligations of the parties hereunder and any claim or controversy relating hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.


SECTION 7. Counterparts. This Agreement may be executed in any number of counterparts (including by telecopy or .pdf), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Signatures follow]


IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTORS:

BCH, INC.
MYPOINT, INC.
THE SCHUMACHER GROUP OF DELAWARE, INC.

By: 
Name: Thomas Dolan
Title: Chief Financial Officer


SUBSIDIUM HEALTHCARE, LLC


By: 
Name: Thomas Dolan
Title: Authorized Representative

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005636 FRAME: 0770

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Administrative Agent

By: 
Name: Robert Hetu
Title: Authorized Signatory




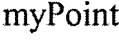

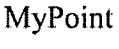
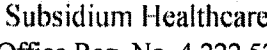
By: 
Name: Lingzi Huang
Title: Authorized Signatory

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005636 FRAME: 0771

SCHEDULE A

TRADEMARKS

1. The Schumacher Group of Delaware, Inc. Registered Service Mark of "The Schumacher Group" – US Patent and Trademark Office Reg. No. 2,554,981 – renewed 1/23/12
2. The Schumacher Group of Delaware, Inc. Registered Service Mark of "Schumacher Group" – US Patent and Trademark Office Reg. No. 3,605,522
3.  The Schumacher Group of Delaware, Inc. Stylized "S" Design Mark – US Patent and Trademark Office Reg. No. 3,605,520
4.  BCH, Inc. d/b/a WellnessWorks & Stylized "W" Design Mark – US Patent and Trademark Office Reg. No. 4,148,520
5.  MyPoint, Inc. Trademark Design Mark – US Patent and Trademark Office Reg. No. 4,455,017
6.  MyPoint, Inc. Trademark – US Patent and Trademark Office Reg. No. 4,458,951
7.  MyPoint, Inc. Service Mark – US Patent and Trademark Office Reg. No. 4,423,014
8.  MyPoint, Inc. Service Mark – US Patent and Trademark Office Reg. No. 4,393,938
9.  Subsidium Healthcare, LLC - Service Mark – US Patent and Trademark Office Reg. No. 4,222,528